TOWN OF BRANFORD

AND

THE BRANFORD TOWN SUPERVISORS Local 818-60, Council 4, AFSCME

Expires June 30, 2017

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ARTICLE 1 AGREEMENT

This Agreement entered into by and between the Town of Branford (hereinafter referred to as the "Town") and Local 818-60 of Council 4 AFSCME, AFL-CIO (hereinafter referred to as the "Union").

PREAMBLE

The welfare of the Town of Branford and its employees is dependent upon the quality of service the Town renders the public. Improvements in this service, as well as productivity and efficiency, are promoted by willing cooperation between the Town management and the organization if its employees. An obligation rests upon the management, upon the Union and upon each employee to render honest, efficient and productive service. The spirit of cooperation between the management and the Union, and the employees represented thereby, being essential to efficient operation, all parties will so conduct themselves to promote this spirit.

ARTICLE 2 RECOGNITION

Section 1 – Pursuant to the Certification dated May 24, 2012, the Town recognizes the Union as the sole and exclusive collective bargaining representative of the following employees:

(a) Full-time Town of Branford supervisory employees in the following classifications: Building Official, Library Director, Assistant Director of Parks and Recreation, Highway Supervisor, Assistant Finance Director, Director of Animal Control Shelter, Assessor, Solid Waste Supervisor, Town Engineer, Town Planner, Director of Senior Center and the Inland Wetlands Environmental Director.

Section 2

- (a) The words "full-time employee" shall refer only to an employee who regularly and customarily is scheduled to work at least 40 hours per week on a year-round basis and who is designated by the Town as a "regular full-time employee".
- (b) The words "part-time employee" shall refer only to an employee who regularly and customarily is scheduled to work less than 40 hours per week on a year-round basis and who is designated by the Town as a "part-time employee". The Town may hire non-bargaining unit part-time employees. Prior to hiring a part-time non-bargaining unit employee to assist a bargaining

- unit employee the Town will notify the Union. Part-time employees will not be hired to replace full-time positions in the bargaining unit.
- (c) The Town may hire non-bargaining unit temporary employees. A temporary employee is an employee who is hired to assist a bargaining unit employee with a special project, to replace an employee on leave or vacation, for a period not to exceed one hundred twenty (120) calendar days. A temporary employee shall be informed that he/she is a temporary employee at the time of hire.

ARTICLE 3 MANAGEMENT RIGHTS

No provision of this Agreement will be deemed to limit or curtail the Town in any way in the exercise of the rights, powers and authority which the Town had prior to acquiring an obligation to bargain collectively under the Act; and the Town will continue to retain said rights, powers and authority, whether exercised or not, unless and only to the extent that, the specific provisions of this Agreement explicitly curtail or limit such rights, powers or authority. Accordingly, all management functions, responsibilities and rights, which the Town has not expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in the Town. More specifically, the Town reserves the right in accordance with its sole and exclusive judgment and discretion to establish and administer policies and procedures related to all operations and services of the Town, to reprimand, suspend, discharge or otherwise discipline employees for cause; to hire, promote, transfer, layoff and recall employees to work; to determine the size and composition of the work force, the number of employees, the duties to be performed, and the qualifications required; to direct employees; to schedule and assign work; to determine the hours of employment for its employees; to maintain the efficiency of the employees; to obtain from any source and to contract for materials, services, supplies and equipment, to subcontract work, including work currently performed by members of the bargaining unit, as long as the intent in doing so is not to erode the bargaining unit or to replace any bargaining unit members or positions; to determine hours of operation; to establish, expand, reduce, alter, combine, consolidate or abolish any job classifications, department, operation or service to control and regulate the use of supplies, equipment and other property of the Town; to sell, lease, or otherwise dispose of any of its facilities and/or equipment; to extend, limit, or curtail its operations; to determine the number, location and operation of departments and other units of the Town, to determine and to make or change Town rules, regulations, policies and practices not inconsistent with the terms of this Agreement; and generally to manage the Town and to attain and maintain full operating efficiency and optimum public service, except as expressly modified or restricted by a specific provisions of this Agreement. The enumeration of certain management prerogatives listed above shall not be deemed to exclude other management rights not specifically enumerated above, whether exercised or not.

ARTICLE 4 UNION SECURITY

Section 1

- (a) Agency Shop. During the term of this Agreement and any extension thereof, all present Employees and all new employees by the thirtieth (30th) calendar day after the date of employment by the Town shall, as a condition of continued employment, either (i) tender to the Union an amount equal to the regular monthly dues uniformly required by the Union's Constitution and Bylaws as a condition of retaining membership in the Union in good standing, or (ii) tender to the Union a monthly service fee in an amount set by the Union in accordance with applicable law.
- (b) Check Off. During the term of this Agreement and any extension thereof, the Town will deduct from the first regular weekly paycheck issued each month to each Employee who authorizes such deduction, such regular monthly membership dues or service fees, and such initiation fees and reinstatement fees as may be fixed by the Union in accordance with applicable law. Such monies are so deducted shall be remitted to the Council 4, AFSCME, AFL-CIO not later than the fifteenth (15th) day of said month, together with a list of names of Employees from whose wages such deductions have been made.
- <u>Section 2</u> The Union shall notify the employees and the Town in writing prior to the effective date of any change in the Union dues and /or service fees.
- <u>Section 3</u> The Town's obligations to make such deductions shall terminate automatically upon termination of the employee who signed the authorization or upon his or her transfer to a job not covered by this Agreement, except that deductions shall be resumed if an employee, terminated by layoff, is rehired during the life of the contract then in existence.
- <u>Section 4 Hold Harmless.</u> The Union shall indemnify and hold the Town harmless against any and all claims, demands, and suits or other forms of liability which may arise or be alleged by reason of any action taken by the Town pursuant to this Article.
- Section 5 The Town shall provide each employee an electronic copy of this Agreement within thirty (30) calendar days after the date of the signing of this Agreement. New employees shall be provided an electronic copy of this Agreement at the time of hire. Two (2) original copies of this Agreement shall be provided to Council 4, AFSCME, AFL-CIO.

ARTICLE 5 PROBATIONARY PERIOD

- Section 1 No employee shall attain seniority under this Agreement until he or she has been continuously on the payroll for a period of one hundred and fifty (150) calendar days. During such period (s)he shall be on a probation and may be laid off, disciplined, or terminated, with or without cause, by the Town in its sole discretion and neither the employee nor the Union shall have recourse to the grievance procedure set forth in this Agreement. Upon completion of his or her probationary period, an employee's seniority shall date back to the original date of employment.
- <u>Section 2</u> The Town may, in its discretion, extend the probationary period of an employee, for a period of up to thirty (30) calendar days. The Town will notify the Union President if an employee's probationary period is being extended.
- <u>Section 3</u> An employee who receives a transfer or promotion within the bargaining unit shall be given a probationary period of ninety (90) calendar days. If the employee fails to satisfactorily complete the probationary period, he/she will be returned to his/her former position, or equivalent position.
- <u>Section 4</u> Days lost from work in excess of a total of five (5) days for any reason during any probationary period shall not be counted as employment for purposes of computing the probationary period.

ARTICLE 6 SENIORITY

Section 1. - Definitions:

- (1) <u>Bargaining Unit Seniority</u>: shall be defined as being equal to the length of time an employee has been continuously employed by the Town beginning with his/her last date of hire.
- (2) <u>Job Classification Seniority</u>: shall be defined as the employee's length of continuous service with the Town within his/her present job classification beginning with the date and hour on which the employee began to work in such job classification after last being hired.

Section 2 - Accrual of Seniority:

(1) Seniority shall not accrue to probationary employees during the probationary period. However, at the successful completion of the probationary period, the employee's seniority shall be considered to commence from the date first worked after hire.

- (2) Seniority shall accrue and not be lost during an employee's vacation.
- (3) Seniority shall accrue during a family and medical leave. Seniority shall not accrue during all other leaves of absence or during the period an employee is on layoff.

Section 3 - Loss of Seniority:

An employee's seniority shall be lost when (s)he:

- (1) terminates voluntarily;
- (2) is discharged for cause;
- (3) fails to report to work within fourteen (14) calendar days after receipt of notice of recall directed to his/her last known address;
- (4) fails to report to work upon the termination of a FMLA leave or any other authorized leave of absence;
- (5) takes employment elsewhere during a contractual leave of absence without the express consent of the Town;
- (6) is absent from work for a period of two (2) consecutive work days without proper notification of absence to the Town, unless due to extraordinary circumstances acceptable to the Town;
- (7) if the employee is absent as a result of illness, accident or injury on the job for a period equal to nine (9) months over a rolling twenty-four (24) month period; or
- (8) is laid off in excess of contractual recall rights.

An employee whose seniority is lost for any of the reasons outlined in this paragraph, shall be considered a new employee if (s)he is again employed by the Town. The failure of the Town to rehire such employee shall not be subject to the grievance provisions of this Agreement.

Section 4 - Application:

- (1) Bargaining unit seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement.
- (2) Classification seniority shall apply in layoffs and recalls and scheduling of vacations.

Section 5 The Town shall prepare and maintain a seniority list showing Town seniority on or after July 1st of each fiscal year. The Town will provide the seniority list to the Union.

ARTICLE 7 LAYOFF AND RECALL

Section 1 - Layoff:

The principle of seniority within job classifications shall apply in all layoffs due to lack of work in accordance with the provisions set forth below:

- (1) Probationary employees and temporary employees within the job classification affected shall be the first to be laid off without regard to their individual periods of employment.
- (2) If there are no probationary employees or temporary employees to be laid off, then the determinations as to who shall be laid off shall be governed by seniority within the job classification determined by the Town. If, as between two or more employees the factors of skill and ability and past documented work performance are equal, as determined by the Town, then the factor of seniority shall govern.
- (3) In the event employees are scheduled to be laid off in one classification and there exists a vacant position(s) in another classification which the employee(s), in the judgment of the Town, has or have the ability to perform, such vacant position(s) shall be offered to employee(s) scheduled to be laid off in accordance with their bargaining unit seniority. In such circumstances, if the employee does not satisfactorily perform in said vacant position, in the judgment of the Town, (s)he shall resume his/her laid off status.
- (4) Employees shall receive at least two (2) weeks advance notice prior to a reduction in hours.

Section 2 - Recall:

- (1) Full-time employees who are laid off for lack of work shall be given preference in recall for a period not to exceed twelve (12) months.
- (2) Such preference of recall shall be offered to full-time employees within their former job classification. If the employees are recalled within the above period after the date of layoff, they shall be reinstated and shall not lose their seniority. However, employees who were in their probationary period at the time of layoff shall be put back to work as a probationary employee.

ARTICLE 8 HEALTH AND SAFETY

<u>Section 1</u>: Both parties to this Agreement hold themselves responsible for mutual, cooperative enforcement of safety rules and regulations.

The Town is committed to the safety and health of all employees and recognizes the need to comply with regulations governing injury and accident prevention and employee safety. The Town will provide employees with protective equipment to be utilized when directed The Town will maintain safety and health practices consistent with legal requirements. If an employee is ever in doubt about how to safely perform a job, it is the employee's responsibility to ask their direct supervisor or his/her designee for assistance. Any suspected unsafe conditions and all injuries that occur on the job must be reported immediately. It is the responsibility of each employee to accept and follow established safety regulations and procedures.

All accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues must be reported immediately to the direct supervisor or his/her designee. If an employee is injured, a report of accident form must be completed. Further, a Claim for Workers' Compensation Benefits Form must be completed in all cases in which an injury requiring medical attention has occurred.

<u>Section 2</u>: Should an employee complain that his/her work requires him/her to be in unsafe or unhealthy situations, in violation of acceptable safety rules, the matter shall be considered immediately by Representatives of the Town and the Union. If the matter is not adjusted satisfactorily, a grievance may be processed according to the grievance procedure in this Agreement.

ARTICLE 9 JOB VACANCIES

Whenever a vacancy occurs in a bargaining unit position which the Town elects to fill, a notice of such vacancy shall be posted on a bulletin board located in Town Hall in addition to buildings where bargaining unit employees are assigned and remain posted for five (5) consecutive working days. A copy will be given to the Union President. Any employee who wishes to apply for such vacancy shall notify the Human Resources Director or her/his designee in writing within the five (5) working day posting period. The Union President may place into application the name of any employee who is absent from work during the posting period. It is understood, however, that the Town may fill the position immediately and without posting in the event of an emergency. It is further agreed that the determination of an individual's qualifications for the position rests exclusively within the discretion of the Town.

ARTICLE 10 WAGES

The wage schedule is set forth in Appendix A. Employees must be on the payroll at the time of ratification and approval of this Agreement that expires June 30, 2017.

ARTICLE 11 MEAL PERIODS

The First Selectman or his/her designee will determine the time and length of employees unpaid meal period.

ARTICLE 12 HOLIDAYS

<u>Section 1</u> – The Town provides its employees with holiday pay for the following holidays:

- * New Year's Day
- * Martin Luther King Day
- * President's Day
- * Good Friday
- * Memorial Day
- * Independence Day
- * Labor Day
- * Columbus Day
- * Veterans Day
- * Thanksgiving Day
- * Day after Thanksgiving Day
- * Christmas Eve Day (1/2 day)
- * Christmas
- * New Years' Eve Day (1/2 day)

Section 2 - To be eligible for holiday pay, an employee must work or be on paid leave status on the work day immediately preceding and immediately following the holiday. If an employee uses a sick day on the scheduled work day immediately preceding or immediately following a holiday, the Town may require the employee to provide a doctor's note.

<u>Section 3</u> - Holidays falling on a Saturday will be observed on a Friday. Holidays falling on a Sunday will be observed on a Monday.

<u>Section 3</u> – A holiday observed during an employee's approved vacation period shall not be deducted from his/her vacation time.

<u>Section 4</u> – A holiday observed during an employee's approved vacation period shall not be deducted from his/her vacation time.

ARTICLE 13 VACATIONS

<u>Section 1</u> – Newly hired full-time employees shall earn 1.5 days per month up to a maximum of fifteen (15) days. On the July 1st following the employee's first anniversary date of hire, he/she shall be credited with fifteen (15) days of vacation. Earned Vacation days may not be taken during the first ninety (90) calendar days of employment.

<u>Section 2</u> – On July 1st following the employee's fifth (5th) anniversary date of hire shall be entitled to vacation of twenty (20) days annually.

Section 3 – Earned vacation will be paid out upon separation of employment.

Section 4 - The minimum vacation leave shall be one-half (1/2) of the employee's normal work day.

<u>Section 5</u> - If an employee wishes to be paid a vacation advance, (s)he must notify the Human Resources Director, in writing, at least ten (10) business days prior to the last work day prior to beginning vacation leave.

<u>Section</u> 6 - All requests for vacation must be in writing and approved by the First Selectman or his designee.

<u>Section 7</u> - The First Selectman or his designee will determine the annual vacation schedule, taking into consideration the business needs and work demands of the department as well as the desire of employees for specific vacation leave. A conflict in scheduling vacation leave among multiple employees will be resolved by the First Selectman or his designee.

<u>Section 8</u> - Vacation time may be used by employees in addition to, or in lieu of sick leave, with the approval of the First Selectman or Human Resources Director.

<u>Section 9</u> - An employee who becomes ill while on vacation may charge such illness time to sick leave rather than vacation. If the illness exceeds three (3) normal work days, the employee must contact the First Selectman or his designee or the Town Human Resources Department to report the illness and the intention of utilizing sick leave.

<u>Section 10</u> – Employees must take a minimum of ten (10) vacation days each fiscal year. Any carryover of any of these ten (10) vacation days must be due to special circumstances and must be approved in the discretion of the First Selectman or the Human Resource Director. Further, any approved carryover must be taken within two (2) months of the new fiscal year by August 31st. Any earned vacation over ten (10) days may be carried over to a maximum accumulation of twenty (25) days.

ARTICLE 14 SICK LEAVE

- <u>Section 1</u> Full-time employees shall be entitled to paid sick leave days per year, at their regular rate of pay.
- Section 2 Employees can accrue one (1) sick day per month up to a maximum of twelve (12) days per year.
- <u>Section 3</u> To be eligible for benefits under this article, an employee who is absent due to illness or injury must notify the Town at least one (1) hour before the start of his/her shift.
- <u>Section 4</u> The Town may request a doctor's certificate from the employee's physician for an absence(s) if the Town suspects sick leave abuse or prior to an employee's return to work to determine whether the employee can perform the essential functions of his/her position, with or without a reasonable accommodation. The Town shall not make this decision in an arbitrary and capricious manner.
- <u>Section 5</u> An employee absent on sick leave shall be required to call the Town daily for the period of such absence and inform the Town of his/her condition and expected date of return.
- <u>Section 6</u> Employee can accumulate up to seventy (70) sick days. Employees must have fifty (50) accrued sick days for a period of one (1) year prior to retirement in accordance with CMERS to be paid out a total of twelve (12) accrued sick days. Employees hired after ratification and approval of this Agreement which expires on June 30, 2017, will not be eligible for a payout of accrued sick days.
- <u>Section 7</u> Sick days may be used by an employee under the following circumstances:
 - (A) For (i) an employee's illness, injury or health condition, (ii) the medical diagnosis, care or treatment of an employee's mental illness or physical illness, injury or health condition, or (iii) preventative medical care for an employee;
 - (B) For (i) an employee's child's or spouse's illness, injury or health condition, (ii) the medical diagnosis, care or treatment of an employee's child's or spouse's mental or physical illness, injury or health condition, or (iii) preventative medical care for a child or spouse of an employee; and
 - (C) Where an employee is a victim of family violence or sexual assault (i) for medical care or psychological or other counseling for physical or psychological injury or disability, (ii) to obtain services from a victim services organization, (iii) to relocate due to such family violence or sexual assault, or (iv) to participate in any civil or criminal proceedings related to or resulting from such family violence or sexual assault.

Section 8

If an employee's need to use paid sick leave is foreseeable, the Town requires advance notice, not to exceed seven (7) days prior to the date such leave is to begin, of the intention to use such leave. If an employee's need for such leave is not foreseeable, the Town may require an employee to give notice of such intention as soon as practicable. If such leave is permitted under Section (1) or Section (2) described above, documentation signed by a health care provider who is treating the employee or the employee's child or spouse indicating the need for the number of days of such leave shall be considered reasonable documentation. If such leave is permitted under Section (3) described above, a court record or documentation signed by the employee or volunteer working for a victim services organization, an attorney, a police officer or other counselor involved with the employee shall be considered reasonable documentation.

Section 9

Abuse of sick leave or false sick leave claims may subject the employee to disciplinary action, up to and including termination of employment.

ARTICLE 15 PERSONAL DAYS

Full-time non-probationary employees shall be allowed to take up to two (2) personal days per fiscal year. Advance notice of forty-eight (48) hours must be provided to the First Selectman, the Human Resource Director or the Department Head prior to taking personal time unless such notice cannot be given due to an emergency.

ARTICLE 16 BEREAVEMENT

Full-time employees shall be granted up to but not exceeding three (3) days of leave as compensation for actual work days lost during the three (3) days following the death of an immediate family member as hereinafter defined. For the purposes of this Article, "immediate family" shall mean an employee's spouse, children, parent, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law or individuals who reside in the employee's residence.

Full-time employees shall be granted up to one (1) day of leave as compensation for actual work days lost during the day following the death of a grandparent, aunt, uncle, niece or nephew.

A full-time employee shall be paid at his/her regular straight-time base hourly rate, not to exceed eight (8) hours. Full-time employees shall only be paid for scheduled work days.

Employees taking funeral leave may be required to provide proof of death prior to receiving compensation for funeral leave.

ARTICLE 17 FAMILY, MEDICAL, MILITARY AND LEAVE OF ABSENCE

<u>Section 1 - Family and Medical Leave (FMLA)</u> - The Town will comply with the terms of the Federal Family and Medical Leave Act.

<u>Section 2 - Military Leave</u> – Military Leave shall be granted to employees according to applicable law.

<u>Section 3 – Jury Duty</u> – Leave for Jury Duty shall be granted to employees according to applicable law.

<u>Section 4 – Leave of Absence</u> – If requested in writing, the Town may grant an unpaid leave of absence in its sole discretion.

ARTICLE 18 GRIEVANCE PROCEDURE

<u>Section 1</u> - A grievance is defined as an allegation by the Union or by any employee, or by the Town that an express provision of this Agreement has been violated. All grievances shall be in writing, as set forth in Section 2.

Section 2 - All grievances must be filed and processed in accordance with the following exclusive procedures.

- (a) A grievance shall be presented in writing to the Human Resource Director or his/her designee, within five (5) work days of the alleged grievance, or within five (5) work days after the event reasonably should have been known. The grievance shall set forth a brief description of the dispute and the section or sections of this Agreement claimed to have been violated. A meeting will be held within ten (10) work days with the Human Resource Director to discuss the grievance. An answer to the grievance shall be provided within seven (7) work days after presentation of the grievance.
- (b) If the grievance is not settled under Section (a), it shall be presented to the First Selectman or his designee within five (5) work days of the Human Resource Director's answer. A meeting will be held within ten (10) work days with the First Selectman or his designee. The First Selectman or his designee shall answer in writing within seven (7) work days thereafter.

(c) If the Union is not satisfied with the response of the First Selectman or his designee, it may file an appeal to the Board of Mediation and Arbitration within ten (10) work days of the date the decision of the First Selectman or its designee was due.

<u>Section 3</u> - Any grievance not first presented within the time periods set forth above shall be deemed waived and shall not be subject to the grievance procedure as set forth above. A grievance not timely appealed in accordance with the time limits above, shall be deemed resolved according to the last disposition of the matter, unless the parties agree to waive the time limits in writing.

Section 4. - If the Town believes that an employee, or the Union, has violated any provisions of this Agreement, the Town may present a written grievance to the Union within ten (10) calendar days of the occurrence. The parties shall meet within five (5) calendar days in an effort to resolve the grievance.

<u>Section 5</u> - The grievance procedure provided for herein shall constitute the sole and exclusive method for adjustments and settlement between the parties of any and all grievances.

Section 6 - It is the function of the arbitrator to interpret the Agreement. S(h)e shall make and issue decisions only regarding matters expressly submitted to her/him within the written terms of this Agreement. Her/His decision or award, not inconsistent with the terms of this Agreement, shall be final and binding upon the parties hereto. The arbitrator has no authority or power to add to, subtract from, disregard, or alter any of the written terms of this Agreement. The arbitrator's power and authority shall be limited to the application and interpretation of this Agreement as applied to the subject of the particulars involved.

Section 7 - The arbitrator shall have the authority to order or deny reinstatement of an employee with or without back pay. In the event there is an award of any back pay, any earnings by the employee during this period of unemployment (including any unemployment insurance) shall be offset and deducted from this award. Employees who have been discharged shall have the duty to seek work so as to mitigate the claims of back wages. Their failure to do so shall be considered by the arbitrator.

<u>Section 8</u> - The cost of the arbitration, which shall include the fees and expenses of the arbitrator, if any, and the cost of the transcript, if the parties mutually agreed to order one, shall be borne equally by the parties. Each party shall pay any fees and wages of its own representatives and witnesses for time lost, and the cost of the transcript where there is no mutual agreement to order it. However, one (1) officer of the Union and one (1) grievant may attend arbitration with no loss of wages.

Section 9 - No individual workers may initiate any arbitration proceeding or move to confirm or vacate an award.

<u>Section 10</u> – For purposes of this Article, a "working day" shall be defined as a day in which the Branford Town Hall is open for regular business.

ARTICLE 19 NO STRIKES

<u>Section 1</u> - During the life of this Agreement or any extension thereof, the Union, on behalf of its officers, agents and members, agrees that so long as this Agreement or any extension thereof is in effect, there shall be no strikes, slowdowns, walkouts, sit-downs, sit-ins, picketing, leafleting, work stoppage, boycotts or any activities which interfere, directly or indirectly, with the Town's operations.

<u>Section 2</u> – The Town agrees that it will not lock out employees during the life of this Agreement or any extension thereof.

ARTICLE 20 DISCHARGE AND DISCIPLINE

<u>Section 1</u> - The Town shall have the right to maintain discipline and efficiency of its operations. It shall have the right to discharge, suspend or discipline an employee for just cause.

<u>Section 2</u> - Notice of discharge or suspension shall be given in writing to the employee and a copy thereof shall be given to the Union President.

ARTICLE 21 UNION REPRESENTATION

<u>Section 1</u> - The Town recognizes and will deal with a total of four (4) designated officers and stewards of the Union in all matters relating to grievances and interpretations of this Agreement. The Town agrees to meet with the designated officers and stewards to address the above.

<u>Section 2</u> - A written list of officers, negotiating committee members and Union stewards shall be furnished to the Town immediately after their designation and the Union shall notify the Town promptly of any change.

<u>Section 3</u> - Four (4) members of the Union designated as the negotiating committee shall suffer no loss of pay for time spent in contract negotiations.

Section 4 - Upon giving the Town prior notice, a duly authorized representative of the Union shall have access to a room designated by the Town during normal business hours to confer with authorized representatives of the Town or union members for purposes of contract administration. Such visits shall take place during the employee's break time and shall not interfere with the operation of the Town. The Town may require the Union to give it twenty-four (24) hours prior notice for access by Union representatives.

ARTICLE 22 PERSONNEL FILES AND EVALUATIONS

An employee may review and copy his/her personnel file and all evaluation forms upon the employee's written request.

ARTICLE 23 MEDICAL BENEFITS

<u>Section 1</u> – Following thirty (30) calendar days of employment the Town shall make available to its full-time employees and their dependents Medical and Prescription Drug coverage and Dental coverage (hereinafter referred to as health insurance plan(s)") as defined in Appendix B. The medical coverage shall include: Preventive Care, Medical Office Visits, Allergy Service, Diagnostic Lab and X-ray, Rehabilitative Therapy, Hospitalization, Surgery, Emergency and Urgent Care, Home Health Care, Ambulance, Durable Medical Equipment, Skilled Nursing, Prosthetics, Generic and Brand drugs.

The dental component of the health plan has a deductible of \$25/\$75 which is applied to all three categories, Diagnostic and Preventive Services, Basic Services and Major Services. Diagnostic and Preventive Services, as well as Basic Services will be covered at 80%. Major Services are covered at 50%. There is a \$1,000 per member maximum per year.

All eligible employees and dependents will have the choice of enrolling in the following medical options: Century Preferred \$25 Co-Pay Plan or a \$1,500/\$3,000 deductible HDHP as soon as possible after ratification and approval of this Agreement that expires on June 30, 2017. However, employees may remain enrolled in the \$1,250/\$2,500 deductible HDHP until June 30, 2015. If employees enroll in the \$1,500/\$3,000 deductible HDHP when effective, the Town will contribute each plan year \$625 to an employee's account with single coverage and \$1,750 to an employee's account with single plus one or family coverage. Employees must be enrolled in the HDHP for the entire plan year.

The Town of Branford shall provide medical, prescription drug and dental benefits, as described above, through alternative carriers or through self-insurance, as long as benefits are provided on a reasonably equivalent basis. All references to specific vendors will be made generic. Employees will be notified of any change in carrier or plan administration thirty (30) days prior to said change or as soon as practicable.

<u>Section 2</u> - All members of the bargaining unit shall contribute, by authorized payroll deduction, to the premium cost of the health insurance plans, according to the following schedule. Such contributions will be deducted by the Town on a pre-tax basis.

a. Effective upon ratification and approval of this Agreement that expires June 30, 2017, employees shall contribute the following amounts towards the premium cost of the health insurance plans provided by the Town, by weekly payroll deduction:

Century Preferred 16% HDHP 9%

b. Effective July 1, 2015, employees shall contribute the following amounts towards the premium cost of the health insurance plans provided by the Town, by weekly payroll deduction:

Century Preferred 17% HDHP 10%

c. Effective July 1, 2016, employees shall contribute the following amounts towards the premium cost of the health insurance plans provided by the Town, by weekly payroll deduction:

Century Preferred 18% HDHP 11%

<u>Section 3</u> - Life Insurance is provided to all employees after three (3) months of service in the amount of \$70,000.

Section 4 - Employees may elect to waive, in writing, the health insurance coverage provided above and in lieu thereof may receive an annual payment from the Town of \$1,000 for waiving coverage for each fiscal year during which the employee continues to elect not to participate in such coverage. Such payment will be issued in equal payments of \$500 in December and June of each fiscal year, and will be subject to normal employment tax withholding and deductions. To receive such payment, an eligible employee must complete and submit a form provided by the Town no later than June 1 of each fiscal year indicating his/her intent not to participate in the Town-provided insurance coverage. Further, such employees must present evidence to the Town that they are covered under another insurance program.

Employees may elect to resume health insurance coverage due to the occurrence of one of the following conditions for which documentation and a request for reinstatement must be submitted to the Human Resource Director in writing:

- 1. Involuntary termination of the alternative health benefits plan coverage;
- 2. Ineligibility of the employee and/or dependent(s) under the alternative plan;
- 3. The employee acquires a new dependent through marriage, birth or adoption and the new dependent is not covered by the alternative plan;

- 4. Coverage under the alternative plan is substantially reduced or the cost of the plan to the employee substantially increases. Upon receipt of such request and documentation, insurance coverage provided by the Town shall be reinstated as soon as possible, including waiting periods, which may be prescribed by the applicable plan. Employees who are reinstated to insurance coverage provided by the Town shall reimburse, the Town, by payroll deduction the prorata share of any waiver payment made; or
- 5. The open enrollment period.

ARTICLE 24 HOURS OF WORK

Full-time employees will be scheduled to work forty (40) hours per week. Work schedules shall not be changed by the Town without at least one (1) week advance notice to the employees affected by the change.

ARTICLE 25 COMPENSATORY TIME OFF IN LIEU OF OVERTIME

In lieu of overtime pay after forty (40) hours worked in a workweek, the positions of Assistant Director of Parks and Recreation, Assistant Finance Director, Highway Supervisor and the Solid Waste Supervisor shall receive compensatory time off in the amount of one and one-half (1½) hours for each hour worked beyond forty (40) hours. Sick time is not included in the calculation of forty (40) hours worked in a workweek. Compensatory time off must be taken within four (4) weeks of being accrued at a time that is approved by the employee's Department Head. If the time is not able to be taken within four (4) weeks of being accrued, or an extended period of time determined by the First Selectman or his designee, the employee shall be paid in accordance with wage and hour law based upon his/her hourly rate at the time compensatory time was earned.

ARTICLE 26 NO DISCRIMINATION

<u>Section 1</u> - Neither the Town nor the Union shall discriminate in terms of employment or membership, respectively, on the basis of race, color, national origin, religion, sex, age, marital status, union affiliation, sexual orientation or disability. An alleged violation of this Article shall be filed in accordance with the grievance procedure but may not be processed to arbitration.

<u>Section 2</u> – The Town will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in, or activity on behalf of, the Union. The Town

will not discriminate in respect to hire, tenure of employment or any term or condition of employment against any employee covered by this Agreement because of membership in or activity on behalf of, the Union, nor will it discourage or attempt to discourage membership in the Union or attempt to encourage membership in another Union.

ARTICLE 27 RETIREMENT/DISABILITY/FLEX SPENDING

<u>Section 1</u> – Full-time employees are eligible to participate in the Connecticut Municipal Employee Retirement System ("CMERS").

Section 2 – Full-time employees may voluntarily participate in any other retirement, disability coverage or tax deferred savings plans provided in the discretion of the Town for as long as the Town provides the plan and the full-time employee is eligible to participate in accordance with the plan document.

ARTICLE 28 MISCELLANEOUS

<u>Section 1</u> – The Town will designate a tree warden either in or out of the bargaining unit. If an employee in the bargaining unit is designated as the tree warden (s)he will receive a stipend of \$100 per week.

<u>Section 2</u> - Town policies and procedures are set forth in the Employee Policy Manual.

ARTICLE 29 WORKERS COMPENSATION

<u>Section 1</u> - An employee injured or disabled in the performance of his/her duties who qualified under the Workers' Compensation Act and its most recent amendments for benefits is entitled to the difference between compensation benefit and his normal daily wage as set forth in Section 2.

Section 2 - Provided, however, that the Town's responsibility for benefits in Section 1 shall commence after the employee's workers' compensation claim has been accepted and shall continue until the employee reaches maximum medical improvement or, based upon a physician's examination which may be subject to an Independent Medical Examination, a determination is made that as a result of the employee's injury, the employee will never be able to perform the essential functions of his/her position; however, the period of time that the Town will supplement workers' compensation payments shall not exceed nine (9) months over a rolling twenty-four (24) month period. The Town shall be entitled to reimbursement for any payment made under this Section should the employee have recourse against a third party in accordance with the procedures contained in the Workers' Compensation Law. It is understood that at any

time during the nine (9) month period, if it is determined that the employee will not ever be able to return to full duty, his/her employment will be separated.

<u>Section 3</u> - Such disabled employee shall be entitled to all other provisions of the Workers' Compensation Act including medical, surgical, pharmaceutical and hospital care, if he qualifies for Workers' Compensation.

<u>Section 4</u> - Any employee, at the Town's discretion, shall have an examination by a physician, selected by the Town certifying the employee's ability to perform his duties.

<u>Section 5</u> - Any employee suffering any illness or injury on the job must immediately report same to the First Selectman or his designee.

Section 6 - Both the employee and the Town recognize and agree that the purpose of Workers' Compensation and other Town-funded or governmental-funded disability programs are to maintain an employee during a period of job-connected disability. It is intended by both parties that under no circumstances would a disabled employee's daily wages ever exceed the daily wage of a similar employee with the same position on active service. Therefore, it is recognized that while the Town obliges itself to so equal a disabled employee's daily wage, that contribution is offset by Workers' Compensation, Town paid disability insurance (if any), light duty payments, Social Security payments, and any other form or program not paid for by the individual.

ARTICLE 30 LONGEVITY

<u>Section 1</u> - Effective December 1, 2014, full-time employees shall be paid longevity pay based upon the following schedule:

Length of Service	<u>Amount</u>
5 to 9 years of continuous service	\$250.00
10 years to 14 years of continuous service	\$500.00
15 years to 19 years of continuous service	\$750.00
20 years or more of continuous service	\$1,000.00

December 1 in any year shall be used to determine an employee's length of service and payment under this provision shall be made by the Town during the month of December.

Employees hired after ratification and approval of this Agreement that expires on June 30, 2017 will not be entitled to receive longevity payments.

ARTICLE 31 SEPARABILITY/EFFECT OF LEGISLATION

It is understood and agreed that all Agreements herein are subject to all applicable laws now or hereafter in effect, and to the lawful regulations, rulings and orders of regulatory commissions of agencies having jurisdiction. If any provision of this Agreement is held to be in contravention of any existing or subsequently enacted laws or regulations of the United States or of the State of Connecticut, such provision shall be null and void and the parties shall meet to negotiate a revised provision in compliance with law, but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE 32 DURATION

<u>Section 1</u> - This Agreement shall be effective upon execution and shall remain in full force and effect until June 30, 2017, and from year to year thereafter unless the Union gives the other party written notice by registered or certified mail of its desire to terminate or modify the same in accordance with Municipal Employees Relations Act.

<u>Section 2.</u> <u>Total Agreement.</u> This working Agreement contains the full and complete agreement between the Town and the Union on all bargainable issues.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and deals by their duly authorized officers and representatives this as of the day and year first above written.

James Cosgrove, First Selectman

Date

President, Council 4 Local 616-60

Staff Representative Council 4 AFSCME

Date

Date

	WAGES		,			:		
JOB TITLE	2012/2013 ANNUAL SALARY		2013/2014 ANNUAL SALARY	2014/2015 ANNUAL SALARY		2015/2016 ANNUAL SALARY		2016/2017 ANNUAL SALARY
Highway Supervisor	\$ 60,005	5	61,368.00	\$ 62,731.00	8	64,094.00	\$	65,457.00
Director Animal Control Shelter	\$ 54,328	\$	55,708.00	\$ 57,088.00	€9-	58,468.00	₩	59,848.00
Building Official	\$ 75,558	\$	77,477.00	\$ 79,396.00	\$	81,315.00	₩	83,234.00
Town Planner	\$ 95,678	&÷	00'289'26	\$ 99,738.00	\$	101,832.00	\$	103,970.00
Assistant Director Park and Recreation	\$ 59,548	\$	60,905.00	\$ 62,262.00	\$	63,619.00	\$	64,976.00
Assistant Finance Director	\$ 79,573	3	81,244.00	\$ 82,950.00	\$	84,692.00	\$	86,471.00
Solid Waste Supervisor	\$ 57,503	3	58,813.00	\$ 60,123.00	\$	61,433.00	\$	62,743.00
Assessor	\$ 77,825	5	79,802.00	\$ 81,779.00	\$	83,756.00	69 -	85,733.00
Library Director	\$ 75,778	\$	77,369.00	\$ 78,994.00	\$	80,653.00	\$	82,347.00
Town Engineer	\$ 99,358	8	101,445.00	\$ 103,575.00	\$	105,750.00	₩	107,971.00
Director of Senior Center	\$ 80,400	\$ 0	82,088.00	\$ 83,812.00	\$	85,572.00	-	87,369.00
Inland Wetlands Environmental Director	\$ 63,275	5 \$	64,604.00	\$ 65,961.00	₩	67,346.00	₩.	68,760.00
Revised 9/24/2014 11:30 am								

APPENDIX A

netudes Health Care Rejorm M	Includes Health Care Reform Mandates Preventive Care covered 1000%	red fort a	LUMENOS HEALTH SAITNGS ACCOUNT	COUNT	
COST SHARE	In-Network Member pays:	Out-of-Network Member pays:	COST SHARE PROVISIONS	In-Network Member pays:	Out-of-Network Member pays:
Annual Deductible (individual/2-member		\$400/\$800/\$1,000	Annual Deductible (single/family)	81.50	1.500 / 53,000
family/3+ member family)	Not Applicable	30% after deductible	Coinsurance	Not applicable	20%
Coinsurance Maximum (individual/2-member		\$2,400/\$4,800/\$7,200	Out of Pocket Plan Year Maximum (single/family.)	\$1,300 / \$3,000	\$4,000.58,000
Cost Share Maximum (deductible + Coinsurance		\$2,800/\$3,600/\$8,200	Lifetime Maximum	Unlimited	Unlimited
Office Visit Consyment	\$25 per visit	Deductible & Comsurance	PREVENTIVE CARE		
Hospital Copayment	\$500 per admission	Deductible & Coinsurance	Well child care	No cost share	Deductible & Coinsurance
Urgent Care Copayment	S75	Not Covered	Adult Physical examinations	No cost share	Deductible & Coinsurance
Emergency Room Copayment – waived if admined	8100	0018	Other Preventive Screenings:		
Outpatient Surgery Copayment	\$150	Deductible & Coinsurance	Routine gynecological care: pap smear & pelvic exan	No cost share	Deductible & Coinsurance
Lifetime Maximum	Unlimited	Unlimited	Mammography, Prostate, colorectal, colonoscopy, lipid & diabetic	No cost share	Deductible & Coinsurance
PREVENTIVE CARE			Routine Hearing & Vision screening	No cost share	Deductible & Coinsurance
Well child care			Immunizations and Vaccinations (other than those needed for travel)	No cost share	Deductible & Coinsurance
Well Child Care (including	No Copayment		HOSPITAL SERVICES		
formulation formulation formulation			All Inpatient Admissions	Deductible	Deductible & Coinsurance
		Deductible & Coinsurance	Specialty Hospital — (Rehab) 100 days per member per Calendar Year –additional visits are available once maximum is met, subject to Out of Network cost shares	Deductible	Deductible & Coinsurance
• exam every year, ages 1 - 21			Outpatient Surgery in a licensed ambulatory surgical center	Deductible	Deductible & Coinsurance
Adult Exams; STANDARD HCR	No Copayment		DIAGNOSTIC SERVICES Diagnostic lab and x-ray	Deductible	
ADULT PREVENTIVE CARE					Deductible & Coinsurance
AGE 22+ 1 EXAM PER			High Cost Diagnostic Tests		
TEAK			MRI, MRA, CAT, CTA, PET, and	Deductible	Deductible & Coinsurance

	P.		THERAPY SERVICES		
Periodic, routine health examinations	No Copayment		Outpatient Rehabilitation		
Routine eye exams (lexam every 2 years)	\$25 per visit		Outpatient Rehabilitation and restorative physical, occupational, speech and chiropractic therapy for up to 50 combined visits per Calendar Year. Additional visits are available once maximum is met, subject to Out of Network cost	Deductible	Deductible & Coinsurance
Routine OB/GYN visits (1 visit per Calendar Year)	No Copayment	Deductible & Coinsurance	Allergy Office Visit/Testing Allerov Iniccions - Immunotherany	Deductible	Deductible & Coinsurance
Mammography (1 exam every calendar year)	NO COPAYMEN		or other therapy freatments	Deductible	Deductible & Coinsurance
Hearing screening	No Copayment		MEDICAL EMERGENCY/URGENT CARE SERVICES		
MEDICAL CARE			Emergency Room Treatment	Deductible	Deductible & Consumixe
Office visits	\$25 per visit		Emergency cost share waived it the Member is admitted directly to the Hospital from the emergency room		
Outpatient mental health &	\$25 per visit		Ambulance- Land & Air: Paid	Deductible	Deductible & Coinsurance
substance abuse - <i>prior</i> authorization required after the 40 th visit			Public Health Ambulance Service Rate Schedule	i	
OB/GYN care	\$25 per visit		PHYSICIAN MEDICAL/SURGICAL SERVICES		
Maternity care - initial visit subject to copayment, no chare thereafter	\$25 per visit		Medical Office Visits	Deductible	Deductible & Coinsurance
Diagnostic lab and x-ray	No Charge	Deductible & Coinsurance	Services of a Physician or Surgeon (Other than a medical office visit)	Deductible	Deductible & Coinsurance
High-cost outpatient diagnostic prior authorization required	= = = = = = = = = = = = = = = = = = = =		MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES		
The following are subject to copay: MRI, MRA, CAT, CTA, PET, SPECT scans	S75 per visit		Outpatient Treatment for Mental Health Care and Substance Abuse Care	Deductible	Deductible & Coinsumnce
Allargy savices Office visits/lesting	S25 per visit		Inpatient Hospital Services In a Hospital or Residential Treatment Center for Mental Health Care	;	
Injections—80 visits in 3	\$25 per visit			Deductible	Deductible & Coinsurance
MOSDITAL CABE - Prior authorization recuired	hariration rounised		Inpatient Rehabilitation Treatment for Substance Abuse		
Semi-private room (General/Medical/Surgical/M	\$500 per admission		In a Hospital or a Substance Abuse Treatment Facility	Deductible	Deductible & Coinsurance
(Ann.)					

Inpatient mental health &	S500 per admission		OTHER MEDICAL SERVICES		
Skilled mursing facility – up to 120 days per calendar year	\$500 per admission	Deductible & Coinsurance	Skilled Nursing Facility		
Rehabilitative services – up to 60 days per person per calendar vear	No Charge		Up to 120 days per Calendar Year	Deductible	Deductible & Coinsurance
Outpatient surgery – in a hospital or surgi-center	\$150 per visit		Private Duty Nursing	Deductible	Deductible & Coinsurance
EMERGENCY CARE		ΠÌ	Limited to \$15,000 per Plan Year		
Walk-in centers	\$25 per visit	Deductible & Coinsurance	Immunizations and Vaccinations for Travel	Deductible	Deductible & Coinsurance
Urgent care - at participating	\$75	Not Covered	Prescription drugs -	After Deductible:	
Emergency care - copayment waived if admitted	\$100	\$150 per visit	(when purchased from network pharmacy)		
Атријансе	No Charge	No Charge			
OTHER HEALTH CARE			Retail Pharmacy:	Deductible	Deductible & Coinsurance per prescription
Outpatient rehabilitative services			The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 30 day supply.		
50 visit maximum forChiro. PT, OT and ST per vear.	S25 per visit				
Durable medical equipment /		Deductible & Coinsurance			
riosalene cevices Unlimited maximum per calendar vear	Covered		Mail Order Prescription Drugs:		
Diabetic supplies & equipment	Covered		The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 1-90 day supply.	Deductible	Deductible & Coinsurance per prescription
Infertility services (State Mandated benefit levels)	Covered	Deductible & Coinsurance			
Home health care	No Charge	Deductible & Coinsurance	Diabetic drugs and supplies	Deductible	Deductible & Coinsurance
PHARMACY Retail 30 day supply Mail Order 90 days:		2 times Retail	Human Organ and Tissue		8
Tier 1: Generic Drugs	\$5	Coinsurance	Unlimited Maximum	Deductible	Deductible & Comsurance
Tier 2: Listed Brand-Name Drugs	\$20	Coinsurance	Home health care		8
Tier 3: Non-Listed Brand- Name Drugs	\$35	Coinsurance	Nursing and therapeutic services limited to 200 visits per calendar year	Deductible	Deductible & Consurance
Annual Maximum per Calendar Year	\$750	Coinsurance	Home health aide services limited to 80 visits that are (applicable to the 200 visits limit)	Deductible	Deductible & Coinsurance
	Rx edits include: age/gender. duplicated therapy, Drug to drug Interaction: Step Therapy : Quantity Limits; Refill too soon		In the Home Hospice Medical Social Services under the direction of a Physician Up to \$420	Deductible	Deductible & Coinsurance



Employer/Group: TOWN OF BRANFORD

Firm Division: 002479031 - TOWN OF BRANFORD

DENTAL FLEX

Description of Benefits	You Pay:
Annual Deductible (individual/family)	\$25.00/\$75.00
Annual Maximum (per member per calendar year)	\$1,000.00
Lifetime Orthodontic MaxImum (per member)	Does not Apply

Diagnostic & Preventive Services

- Periodic evaluations	- Space maintainers to age 19	
- Initial evaluation	- X-rays	20%, after deductible
- Cleanings, 2 per year	- Emergency Palliative treatment	20%, after deductible
- Fluoride treatments to age 19		1

Basic Services

- Fillings	- Oral surgery	1
- Repair Bridge	 Simple and surgical extractions 	
- Repairing and relining of dentures	- Recement crown	20%, after deductible
- Endodontics including but not limited to root canal therapy	- Recement bridge	

Major Services

- Prosthodontics including but not limited to bridework, partial and full dentures	- Onlays	50%, after deductible
- Crowns	- Post and core	
- Inlays	- Periodontics	

Accessing Benefits:

Participating Dentists Benefits: When a member receives care from one of our participating Dentists, he or she simply presents his or her identification card showing dental coverage. The dentist bills us directly for all covered services. For dental care provided by a Participating Dentist, we will pay the lesser of Dentist's usual charge or maximum allowable amount as determined by Anthem BCBS. The participating Dentist will accept Anthem BCBS's payment in full and make no additional charge to the member, except as otherwise specified in the member's certificate of coverage.

Non-Participating Dentists Benefits: Anthem BCBS will pay the maximum allowable amount as determined by Anthem BCBS. The member is responsible for any difference between the amount paid by Anthem BCBS and the fee charged by the Dentist.

Dental claims should be submitted to Anthem BCBS Dental, P.O.Box 547, North Haven CT 06473.

Principle Limitations and Exclusions

Services received from a dental or medical department maintained by an employer, a mutual benefit association, labor union, trustee or other similar person or group; Services for which the member incurs no Dentists' Charge or which are services of a type ordinarily performed by a physician, or charges which would not have been made if insurance was not

Fact Sheet Detail Page 2 of 2

available; Services with respect to congenital malformations; Services, treatment or supplies furnished by or at the direction of any government, state or political subdivision; Any items not specifically listed in this Policy; Lost or stolen dentures or denture duplication; Gold foil restorations; Temporary services and appliances; such as crown or tooth preparations and temporary fillings, crowns, bridges and dentures; Application of sealants, regardless of reason; Services as determined by the company, that are rendered in a manner contrary to normal dental practice. A complete list of exclusions appears in the Certificate of Coverage.

This is not a legal policy or contract. It is only a general description of your benefits. If there are discrepancies between the Certificate of Coverage and this summary, the Certificate of Coverage shall control.

December 15, 2014

MEMORANDUM OF AGREEMENT

The Town of Branford (the "Town"), Local 818-60 of Council 4 AFSCME (the "Union"):

- 1. Employees who took personal hours during fiscal year 2014-2015 and had hours deducted from their accrued sick leave, will have the hours credited back as accrued sick hours.
- 2. The Union and the Town agree that Union dues will be deducted from bargaining unit members' paychecks on a bi-weekly basis rather than the first paycheck of the month and submitted to Council 4, AFSCME, AFL-CIO not later than the fifteen day of the following month as set forth in Article 4, Section 1(b) of the collective bargaining agreement that will expire on June 30, 2017.

TOWN OF BRANFORD

LOCAL 818-60, Council 4 AFSCME

Date

St. KG Rep. Councily AFSEME